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CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY: L.O.	DEPUTY

PARNELL COLVIN  
6681 TARA AVE  
LAS VEGAS, NV 89146  
PH: (503) 490-6564  
EMAIL: PC681@YAHOO.COM

UNITED STATES DISTRICT COURT

DISTRICT OF NEVEDA

2:22-cv-01837-APG-NJK

PARNELL COLVIN,

Plaintiff.

Reply to court order to show  
subject matter jurisdiction to hear case

Vs.

TAKO LLC,

Ddefendant.

COMES NOW Plaintiff Parnell Colvin and states this court has legal jurisdiction to hear said case because the defendant tako llc, has violated federal laws which gives this court subject matter jurisdiction. The defendant wants to have said case heard in The Las Vegas Justice Court because it knows that Colvin claims would not be heard as that court has very limited authority and only hears eviction cases. Colvin contends to this court that this is not just a simple eviction issue but that his right to due process have been violated by the defendant and the only court that will hear his claims of due process is the federal court where federal laws have been viloated by the defendant.

//////

1 The Las Vegas Justice Court and the defendant wants this court to believe this is just a  
2 simple eviction case and it is not. Colvin civil rights have been violated and fighting a rigged eviction  
3 process that tenants have due process rights that must be followed and it is a process. The process  
4 in The Las Vegas Justice Court is all one sided you have 25-50 cases being called no trial no  
5 witnesses allowed to testify on behalf of the tenant for the most part the landlord , Agent or  
6 the landlord attorneys are allowed to speak freely as the tenants are silenced.  
7

8  
9 The cases are not heard by a judge but a hearing master often not familiar with statutes and  
10 laws. In the defendant filings and submitted by the defendant it submitted a fraudulent lease contract  
11 where the defendant submitted and in doing so the defendant committed forgery for forging  
12 Ms. Brown name on the contract, forged Ms. Brown name and contact number on this illegal  
13 contract. The defendant also changed the dates on the fraudulent contract. The illegal contract  
14 was wire transferred through electronic means to commit the crime which is a federal crime.  
15  
16

17  
18 The defendant being deceitful and filing a forged and fraudulent contract it created once the  
19 court to overlook their illegal activity as they have done nothing wrong. The defendant  
20 stole Ms. Brown personal identity created a counterfeit contract by means of transmitting the  
21 fraudulent document through means of wire transmissions to commit the illegal act which violates  
22 federal law. Ms. Brown and plaintiff Colvin are victims of the defendant illegal conduct. Las Vegas  
23 Justice Court is not even capable of even hearing Colvin claims of due process it only addresses  
24 evictions and not any other legal arguments is a denial of Colvin due process rights.  
25  
26

27 //

1 Colvin claims are about federal laws being broken by the defendant and I have  
2 constitutional rights to seek justice including Ms. Brown. At a prior hearing hearing master that was  
3 hearing the case soon realized that the lease contract submitted by the defendant was fraudulent  
4 Ms. Brown was an occupant not a tenant so she could not be evicted the process has to start with  
5 the tenant which was Colvin as the only listed tenant in the contract. Once the hearing master  
6 realized he was dealing with a forged, fraudulent and identity theft he stopped the proceedings and  
7 asked where was ( Parnell).  
8  
9

10 Ms.Brown stated I was at work once Colvin got home Ms. Brown had informed him what  
11 happend at court and Ms. Brown was confused about how the hearing master knew all her  
12 personal information since she is not listed in the contract as a tenant but as a occupant. Colvin  
13 knew something was not right and followed his instincts. Colvin went to the Clerks office to  
14 get a copy of the eviction complaint the defendant filed and thats when Colvin realized that the  
15 defendant had created a fraudulent contract and altered Colvin original lease contract.  
16  
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18

19 The crimes committed are identity theft of Ms.Brown, the lease dates were changed, Ms.Brown  
20 name and number was added to the fraudulent lease without her knowlege or consent. Then the  
21 document was wire transmitted in furtherence to commit the illegal crime which is a federal crime.  
22 Not mention Colvin was never served Colvin and Ms. Brown have the right to pursue justice against  
23 the defendant in federal court because they have committed federal offences. Colvin has submitted  
24 his origianl contract please see ( TENANT LEASE ) the court will see the only name on the contract  
25 is Colvin. The only contact number is Colvin, the only initials is Colvin, the signature is Colvin.  
26  
27  
28

1           The only person listed in the contract as a tenant is Colvin. Colvin, has also submitted  
2 the fraudulent, forged and identity theft contract the defendant submitted to the court knowing it  
3 was a fraudulent contract. Please see ( LANDLORD COPY). The court will see te defendant wrote  
4 in wife, contact number, name and changed the contract dates this is a fraudulent contact that the  
5 defendant created then filed this fraudulent contract with the court. The defenadant was attempting  
6 to use the fraudulent contract it created , prepared and filed with the court to get an illegal  
7 advantage in the court proceedings.  
8  
9

10           Colvin filed a complaint with the State of Nevada Attorney General Office please see  
11 complaint form. Colvin was also advised to file a federal complaint because the crimes were also  
12 committed through the use of wire transmissions which is a federal crime. Colvin also filed a  
13 complaint with the (FBI) the court should take note that the (FBI) usually dont comment on  
14 investigations it is investigating. Federal wire fraud laws is a federal crime the use of wire, radio or  
15 television communications to further that schem. Here the defendant use of wire transmission to  
16 further there conspiracy to commit the fraud the contract was wire transmitted which is a federal  
17 crime.  
18  
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21           This gives this court subject matter jurisdiction to hear said case. The wire fraud statue was  
22 enacted by congress in 1952 as a means of extending mail fraud laws to cover forms of fraud  
23 carried out through means of communication other than mail. Both mail fraud and wire fraud are  
24 both federal crimes and Colvin believes the defendant have violated both statues.  
25  
26

27 ///////////////  
28

1 The Department of Justice prosecutes cases of identity theft and fraud under a variety of  
2 federal statues in the fall of 1998, for example, congress passed the  
3 ( IDENTITY THEFT AND ASSUMPTION DETERRENCE ACT). This legislation created a new  
4 offense of identity theft, which prohibits " Knowingly transferring or using, without lawful  
5 authority, a means of identification of another person with the intent to commit, or to aid, or abet, any  
6 unlawful activity that constitutes a felony under any applicable state or local law.  
7  
8 " 18 U.S.C. 1028(A)(7).  
9

10 Schemes to commit identity theft or fraud may also involve violations of other statues such as  
11 identification fraud (18 U.S.C. 1028), credit card fraud ( 18 U.S.C. 1029), computer fraud  
12 ( 18 U.S.C. 1030), mail fraud ( 18 U.S.C. 1341), wire fraud easch of these offenses are federal.  
13  
14 Colvin believes he has met the subject matter jurisdiction and his case against the defendant  
15 should continue in federal court. The federal court is the proper venue to hear Colvin claims also  
16  
17 Ms. Brown is also a victim and also has a cause of action against the defendant for the illegal  
18 misconduct.  
19

20 Colvin is also requesting the courts permission to amend his complaint as Ms. Brown want to  
21 be a party to these proceedings as she was a victim. Ms. Brown wants to hold the defendant  
22 accountable for abusing her personal identity and information and illegally using it to commit  
23 federal crimes. Both Colvin and Brown believe the court has the jurisdiction to hear said case and  
24 justice needs to be served and that is by holding the defendant accountable for misconduct it  
25 tried to secretly get away with.  
26  
27  
28

CERTIFICATE OF SERVICES

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I certify on this day December 1, 2022 I served the defendant by placing a true and correct  
in the U.S. Postal mailbox and mailed to the following:

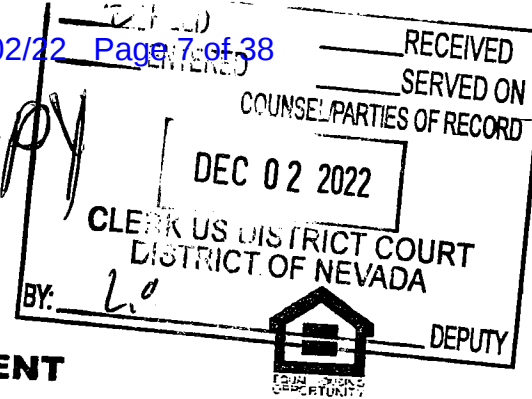
TAKO LLC  
2411 TARAGATO AVE  
HENDERSON, NV 89052

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PARNELL COLVIN

TENANT COPY



## RESIDENTIAL LEASE AGREEMENT

6681 Tara Ave Las Vegas NV 89146  
(Property Address)

1. This AGREEMENT is entered into this 15th day of March, 2018 between  
OWNER'S Name: TAKO LLC OWNER'S Name: \_\_\_\_\_  
(collectively hereinafter, "OWNER" and or "LANDLORD") legal owner(s) of the property and  
TENANT's Name: Parnell Colvin TENANT's Name: \_\_\_\_\_  
TENANT's Name: 503-490-6564 TENANT's Name: \_\_\_\_\_  
(collectively, "TENANT"), which parties hereby agree to as follows:

2. PREMISES: LANDLORD hereby leases to TENANT and TENANT hereby leases from LANDLORD, subject to  
the terms and conditions of the lease, the Premises known and designated as 6681 Tara Ave  
Las Vegas NV 89146 ("the Premises"). Premises Mail Box # \_\_\_\_\_  
Parking Space # \_\_\_\_\_, Storage Unit # \_\_\_\_\_, Other \_\_\_\_\_

3. TERM: The term hereof shall commence on 04/01/18 and continue until 03/31/19, with  
a total rent of \$ 31,680.00, then on a month-to-month basis thereafter, until either party shall terminate  
the same by giving the other party thirty (30) days written notice delivered by US mail or electronic mail. (All  
calculation based on 30 day month), as governed by paragraph 23 herein

4. RENT: TENANT agrees to pay, without demand, to LANDLORD as rent for the Premises the total sum of  
2,640.00 per month on the first day of each calendar month,  
at 6292 Spring Mountain Rd Las Vegas 89146 or at such other place as  
LANDLORD may designate in writing

5. SUMMARY: The initial rents, charges and deposits are as follows:

	Total	Received	Balance Due
Rent: From <u>03/16/18</u> To <u>03/31/18</u>	\$ <u>1387</u>	\$ _____	\$ <u>1387.00</u>
Security Deposit	\$ <u>2600</u>	\$ _____	\$ <u>2600.00</u>
Key Deposit	\$ <u>50</u>	\$ _____	\$ <u>50.00</u>
Admin/Credit App Fee (non-refundable)	\$ _____	\$ _____	\$ _____
Pet Deposit	\$ _____	\$ _____	\$ _____
Cleaning Deposit	\$ _____	\$ _____	\$ _____
Cleaning Fee (non-refundable)	\$ <u>300</u>	\$ _____	\$ <u>300.00</u>
Additional Security	\$ _____	\$ _____	\$ _____
Utility Proration	\$ _____	\$ _____	\$ _____
Sewer/Trash Proration	\$ _____	\$ _____	\$ _____
Pre-Paid Rent	\$ <u>40</u>	\$ _____	\$ <u>40.00</u>
Pro-Rated Rent for _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ <u>4377.00</u>	\$ _____	\$ <u>4377.00</u>

## 6. ADDITIONAL MONIES DUE:

Tenant need to pay rent on April 1, 2018 for \$2640 (2600+40), Tenant  
agrees to take care the pool, front yard and backyard by tenant  
self.

Property 6681 Tara Ave  
Owner's Name TAKO LLC Las Vegas NV 89146  
Tenant Parnell Colvin Initials PC  
Tenant 503-490-6564 Initials \_\_\_\_\_  
Owner's Name \_\_\_\_\_  
Tenant \_\_\_\_\_ Initials \_\_\_\_\_  
Tenant \_\_\_\_\_ Initials \_\_\_\_\_

7. **ADDITIONAL FEES:**

**A. LATE FEES:** In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of \$ 75 plus \$ 20 per day for each day after 3 days that the sum was due. Such amounts shall be considered to be rent.

**B. DISHONORED CHECKS:** A charge of \$ 75 shall be imposed for each dishonored check made by TENANT to LANDLORD. TENANT agrees to pay all rents, all late fees, all notice fees and all costs to honor a returned check with certified funds. After TENANT has tendered a check which is dishonored, TENANT hereby agrees to pay all remaining payments including rent due under this Agreement by certified funds. Any payments tendered to LANDLORD thereafter, which are not in the form of certified funds, shall be treated as if TENANT failed to make said payment until certified funds are received. LANDLORD presumes that TENANT is aware of the criminal sanctions and penalties for issuance of a check which TENANT knows is drawn upon insufficient funds and which is tendered for the purpose of committing a fraud upon a creditor.

**C. ADDITIONAL RENT:** All late fees and dishonored check charges shall be due when incurred and shall become additional rent. Payments will be applied to charges which become rent in the order accumulated. All unpaid charges or any fees owed by TENANT, including but not limited to notice fees, attorney's fees, repair bills, utility bills, landscape pool repair and maintenance bills and CIC fines will become additional rent at the beginning of the month after TENANT is billed. TENANT'S failure to pay the full amount for a period may result in the initiation of eviction proceedings. LANDLORD'S acceptance of any late fee or dishonored check fee shall not act as a waiver of any default of TENANT, or as an extension of the date on which rent is due. LANDLORD reserves the right to exercise any other rights and remedies under this Agreement or as provided by law.

8. **SECURITY DEPOSITS:** Upon execution of this Agreement,TENANT's Name: Parnell ColvinTENANT's Name: 503-490-6564

TENANT's Name: \_\_\_\_\_

shall deposit with LANDLORD as a Security Deposit the sum stated in paragraph 5. **TENANT shall not apply the Security Deposit to, or in lieu of, rent.** At any time during the term of this Agreement and upon termination of the tenancy by either party for any reason, the LANDLORD may claim, from the Security Deposit, such amounts due LANDLORD under this Agreement. Any termination prior to the initial term set forth in paragraph 3, or failure of TENANT to provide proper notice of termination, is a default in the payment of rent for the remainder of the lease term, which may be offset by the Security Deposit. Pursuant to NRS 118A.242, LANDLORD shall provide TENANT with a written, itemized accounting of the disposition of the Security Deposit within thirty (30) days of surrender of premises. TENANT agrees, upon termination of the tenancy, to provide LANDLORD with a forwarding address to prevent a delay in receiving the accounting and any refund. At the termination of this agreement, the TENANT identified in this paragraph will be refunded the remaining security deposit (if any). In the event of damage to the Premises caused by TENANT or TENANT's family, agents or visitors, LANDLORD may use funds from the deposit to repair, but is not limited to this fund and TENANT remains liable for any remaining costs. (In addition to the above, to be refundable, property must be professionally cleaned to include carpets and all hard surface flooring including tile and grout.) Upon request by Landlord, Tenant must furnish receipts for professional cleaning services.

9. **CONDITION OF PREMISES:** TENANT agrees that TENANT has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean, and rentable condition.Property 6681 Tara AveOwner's Name TAKO LLCLas VegasNV 89146Tenant Parnell ColvinInitials PC

Owner's Name \_\_\_\_\_

Tenant \_\_\_\_\_

Initials \_\_\_\_\_

Tenant 503-490-6564

Initials \_\_\_\_\_

Tenant \_\_\_\_\_

Initials \_\_\_\_\_



10. **TRUST ACCOUNTS:** BROKER shall retain all interest earned, if any, on security deposits to offset administration and bookkeeping fees.

11. **EVICTIION COSTS:** TENANT shall be charged an administrative fee of \$ 375 per eviction attempt to offset the costs of eviction notices and proceedings. TENANT shall be charged for service of legal notices and all related fees according to actual costs incurred.

12. **CARDS AND KEYS:** Upon execution of the Agreement, TENANT shall receive the following:

1 Door key(s) 1 Garage Transmitter/Fob(s) 1 Pool Key(s)  
1 Mailbox key(s) 1 Gate Card/Fob(s) 1 Other(s) Sun Room  
1 Laundry Room key(s) 1 Gate Transmitter/Fob(s) 1 Other(s) KL

TENANT shall make a key deposit (if any) in the amount set forth in paragraph 2 upon execution of this Agreement. The key deposit shall be refunded within 30 days of TENANT's return of all cards and/or keys to LANDLORD or LANDLORD's BROKER/DESIGNATED PROPERTY MANAGER.

13. **CONVEYANCES AND USES:** TENANT shall not assign, sublet or transfer TENANT'S interest, nor any part thereof, without prior written consent of LANDLORD. The Premises shall be used and occupied by TENANT exclusively as a private single-family residence. Neither the Premises nor any part of the Premises or yard shall be used at any time during the term of this Lease for any purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence. TENANT shall comply with all the health and sanitary laws, ordinances, rules and orders of appropriate governmental authorities and homeowners associations, if any, with respect to the Premises. TENANT understands and acknowledges that they are not permitted to access the attic crawl space, roof or under the home or any other area of the property that is not considered living space. TENANT shall not commit waste, cause excessive noise, create a nuisance or disturb others.

14. **OCCUPANTS:** Occupants of the Premises shall be limited to 6 persons and shall be used solely for housing accommodations and for no other purpose. TENANT represents that the following person(s) will live in the Premises:

Parnell Colvin, Monique, Malaysia, Elilah, Parnell JR, Annastashia

15. **GUESTS:** The TENANT agrees to pay the sum of \$ 10.00 per day for each guest remaining on the Premises more than 10 days. Notwithstanding the foregoing, in no event shall any guest remain on the Premises for more than 30 days.

16. **UTILITIES:** TENANT shall immediately connect all utilities and services of premises upon commencement of lease. TENANT is to pay when due all utilities and other charges in connection with TENANT's individual rented premises. Responsibility is described as (T) for TENANT and (O) for Owner:

Electricity <u>T</u>	Trash <u>T</u>	Trash Can Rental: <u>T</u>	Phone <u>T</u>
Gas <u>T</u>	Sewer <u>T</u>	Cable <u>T</u>	Other <u>          </u>
Water <u>T</u>	Septic <u>T</u>	Association Fees <u>N/A</u>	Other <u>          </u>

a. TENANT is responsible to connect the following utilities in TENANT'S name: ALL

Property <u>6681 Tara Ave</u>		<u>Las Vegas</u>	<u>NV</u>	<u>89146</u>
Owner's Name <u>TAKO LLC</u>		Owner's Name <u>          </u>		
Tenant <u>Parnell Colvin</u>	Initials <u>AC</u>	Tenant <u>          </u>	Initials <u>          </u>	
Tenant <u>503-490-6564</u>	Initials <u>          </u>	Tenant <u>          </u>	Initials <u>          </u>	

b. LANDLORD will maintain the connection of the following utilities in LANDLORD's name and bill TENANT for connection fees and use accordingly for the entire term of the lease: \_\_\_\_\_

N/A

c. No additional phone or cable lines or outlets or satellite dishes shall be obtained for the Premises without the LANDLORD's written consent. In the event of LANDLORD's consent, TENANT shall be responsible for all costs associated with the additional lines, outlets or dishes. TENANT shall also remove any satellite dishes and restore the subject property to its original condition at the termination of this Agreement.

d. If an alarm system exists on the Premises, TENANT may obtain the services of an alarm services company and shall pay all costs associated therewith.

e. TENANT shall not default on any obligation to a utility provider for utility services at the Property. Owner does not pay for any utilities, excluding any such UTILITIES THAT ARE INCLUDED IN HOME OWNER'S ASSOCIATION DUES. TENANT must show all utilities giving service to said property have a zero balance upon move out.

f. Other: \_\_\_\_\_

17. **PEST NOTICE:** TENANT understands that various pest, rodent and insect species (collectively, "pests") exist in Southern Nevada. Pests may include, but are not limited to, scorpions (approximately 23 species, including bark scorpions), spiders (including black widow and brown recluse), bees, snakes, ants, termites, rats, mice and pigeons. The existence of pests may vary by season and location. Within thirty (30) days of occupancy, if the Premises has pests, LANDLORD, at TENANT's written request, will arrange for and pay for the initial pest control spraying. TENANT agrees to pay for the monthly pest control spraying fees. For more information on pests and pest control providers, TENANT should contact the State of Nevada Division of Agriculture.

18. **PETS:** No pet shall be on or about the Premises at any time without written permission of LANDLORD. In the event TENANT wishes to have a pet, TENANT will complete an Application for Pet Approval. Should written permission be granted for occupancy of the designated pet, an additional security deposit in the amount of \$ 300 will be required and paid by TENANT in advance subject to deposit terms and conditions aforementioned. In the event written permission shall be granted, TENANT shall be required to procure and provide to LANDLORD written evidence that TENANT has obtained such insurance as may be available against property damage to the Premises and liability to third party injury. Said policy shall name LANDLORD and LANDLORD'S AGENT as additional insureds. A copy of said policy shall be provided to LANDLORD or LANDLORD'S BROKER/DESIGNATED PROPERTY MANAGER prior to any pets being allowed within the Premises. If TENANT obtains a pet without written permission of LANDLORD, such will be an event of default under paragraph 21. TENANT further agrees to pay an immediate fine of \$ 300. TENANT agrees to indemnify LANDLORD for any and all liability, loss and damages which LANDLORD may suffer as a result of any animal in the Premises, whether or not written permission was granted.

*(This Space Intentionally Left Blank)*

Property <u>6681 Tara Ave</u>					
Owner's Name <u>TAKO LLC</u>		Owner's Name <u>Las Vegas</u>		NV	<u>89146</u>
Tenant <u>Parnell Colvin</u>	Initials <u>PC</u>	Tenant _____		Initials _____	
Tenant <u>503-490-6564</u>	Initials _____	Tenant _____		Initials _____	

19. **RESTRICTIONS:** TENANT shall not keep or permit to be kept in, on, or about the Premises: waterbeds, boats, campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles except as follows:  
N/A

TENANT shall not conduct nor permit any work on vehicles on the premises without the express written consent of the Owner.

20. **ALTERATIONS:** TENANT shall make no alterations to the Premises without LANDLORD's written consent. Unless otherwise agreed in writing between TENANT and LANDLORD, all alterations or improvements to the Premises become the property of LANDLORD, shall remain upon the Premises, and shall constitute a fixture permanently affixed to the Premises. Unless otherwise agreed in writing between TENANT and LANDLORD, TENANT shall be responsible for restoring the Premises to its original condition and removing any alterations or improvements if requested by LANDLORD or LANDLORD's BROKER DESIGNATED PROPERTY MANAGER.

21. **DEFAULT:** Failure by TENANT to pay rent, perform any obligation under this Agreement, or comply with any Association Governing Documents (if any), or TENANT's engagement in activity prohibited by this Agreement, or TENANT's failure to comply with any and all applicable laws, shall be considered a default hereunder. Upon default, LANDLORD may, at its option, terminate this tenancy upon giving proper notice. Upon default, LANDLORD shall issue a proper itemized statement to TENANT noting the amount owed by TENANT, including any and all fees related to eviction and reletting of the subject property. LANDLORD may pursue any and all legal and equitable remedies available.

a. **FORFEITURE OF SECURITY DEPOSIT - DEFAULT.** It is understood and agreed that TENANT shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If TENANT fails to comply, such security deposit shall be forfeited and LANDLORD may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purpose of this paragraph, it shall be conclusively presumed that a TENANT leaving the premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that TENANT shall perform the obligations of the Lease and shall be forfeited by the TENANT should TENANT breach any of the terms and conditions of this Lease. In the event of default, by TENANT, of any obligation in this Lease which is not cured by TENANT within five (5) days' notice from LANDLORD, then in addition to forfeiture of the Security Deposit, LANDLORD may pursue any other remedy available by law, equity or otherwise.

b. **TENANT PERSONAL INFORMATION UPON DEFAULT.** TENANT understands and acknowledges that if TENANT defaults on lease, LANDLORD or Owner may engage the services of an Attorney or a Collection Agency. TENANT understands and acknowledges that LANDLORD Owner may give an Attorney or a Collection Agency, TENANT's personal information, including but not limited to, TENANT's social security number or any other information to aid in collection efforts and holds LANDLORD, Broker, and Owner harmless from any liability in relation to the release of any personal information to these entities.

22. **ENFORCEMENT:** Any failure by LANDLORD to enforce the terms of this Agreement shall not constitute a waiver of said terms by LANDLORD. Acceptance of rent due by LANDLORD after any default shall not be construed to waive any right of LANDLORD or affect any notice of termination or eviction.

Property	6681 Tara Ave		Las Vegas	NV	89146
Owner's Name	TAKO LLC		Owner's Name		
Tenant	Parnell Colvin	Initials	Tenant		Initials
Tenant	503-490-6564	Initials	Tenant		Initials

- a. ABANDONMENT. LANDLORD is entitled to presume per NRS 118A.450 that TENANT has abandoned the Premises if the TENANT is absent from the premises for a period of time equal to one-half the time for periodic rental payments, unless the rent is current or the TENANT has in writing notified the landlord of an intended absence.
- b. If at any time during the term of this Lease, TENANT abandons the Premises, LANDLORD shall have the following rights: LANDLORD may, at LANDLORD's option, enter the Premises by any means without liability to TENANT for damages and may relet the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting. At LANDLORD's option, LANDLORD may hold TENANT liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by LANDLORD by means of such reletting. LANDLORD also may dispose of any of TENANT's abandoned personal property, pursuant to Nevada law as LANDLORD deems appropriate, without liability to TENANT.

23. **NOTICE OF INTENT TO VACATE:** TENANT shall provide notice of TENANT's intention to vacate the Premises. Such notice shall be in writing and shall be provided to LANDLORD prior to the first day of the last month of the lease term set forth in Section 3 of this Agreement. In no event shall notice be less than 30 days prior to the expiration of the term of this Agreement. In the event TENANT fails to provide such notice, TENANT shall be deemed to be holding-over on a month-to-month basis until 30 days after such notice. During a holdover not authorized by LANDLORD, rent shall increase by 10 %.

24. **TERMINATION:** Upon termination of the tenancy, TENANT shall surrender and vacate the Premises and shall remove any and all of TENANT'S property. TENANT shall return keys, personal property and Premises to the LANDLORD in good, clean and sanitary condition, normal wear excepted.

25. **EMERGENCIES:** The name, address and phone number of the party who will handle maintenance or essential services emergencies on behalf of the LANDLORD is as follows: Carol 702-488-5563, Vivian 702-302-1530

26. **MAINTENANCE:** TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately report to the LANDLORD any defect or problem on the Premises. TENANT agrees to notify LANDLORD of any water leakage and/or damage within 24 hours of the occurrence. TENANT understands that TENANT may be held responsible for any water and/or mold damage, including the costs of remediation of such damage. TENANT shall be responsible for any **MINOR** repairs necessary to the Premises up to and including the cost of \$ 100. TENANT agrees to pay for all repairs, replacements and maintenance required by TENANT's misconduct or negligence or that of TENANT's family, pets, licensees and guests, including but not limited to any damage done by wind or rain caused by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances, carpeting or the Premises in general. At LANDLORD's option, such charges shall be paid immediately or be regarded as additional rent to be paid no later than the next monthly payment date following such repairs. TENANT acknowledges any minor repairs made to the Property must be done by an active, licensed and insured contractor.

- a. TENANT shall change filters in the heating and air conditioning systems at least once every month, at TENANT's own expense. LANDLORD shall maintain the heating and air conditioning systems and provide for major repairs. However, any repairs to the heating or cooling system caused by dirty filters due to TENANT neglect will be the responsibility of TENANT.

Property	<u>6681 Tara Ave</u>				
Owner's Name	<u>TAKO LLC</u>		<u>Las Vegas</u>	<u>NV</u>	<u>89146</u>
Tenant	<u>Parnell Colvin</u>	Initials	<u>[Signature]</u>	Tenant's Name	
Tenant	<u>503-490-6564</u>	Initials		Tenant	
				Initials	
				Initials	

b. TENANT shall replace all broken glass, regardless of cause of damage, at TENANT's expense.

c. LANDLORD shall be responsible for all systems including heating, cooling, electrical, plumbing and sewer lines. LANDLORD shall be responsible for all major heating, cooling electrical, plumbing and sewer problems that are not caused by TENANT.

d. There \_\_\_\_\_ is -OR-   X   is not a landscape contractor whose name and phone number are as follows:

\_\_\_\_\_  
In the case of landscaping being maintained by a contractor, TENANT agrees to cooperate with the landscape contractor in a satisfactory manner. LANDLORD-provided landscaping is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain landscaping and/or shrubs, trees and sprinkler system in good condition.

In the event the landscaping is not being maintained by a contractor, TENANT shall maintain lawns, shrubs and trees. TENANT shall water all lawns, shrubs and trees, mow the lawns on a regular basis, trim the trees and fertilize lawns, shrubs and trees. If TENANT fails to maintain the landscaping in a satisfactory manner, LANDLORD may have the landscaping maintained by a landscaping contractor and charge TENANT with the actual cost. Said costs shall immediately become additional rent.

e. There \_\_\_\_\_ is -OR-   X   is not a pool contractor whose name and phone number are as follows:

\_\_\_\_\_  
In the case of pool maintenance being maintained by a contractor, TENANT agrees to cooperate with the pool maintenance contractor in a satisfactory manner. LANDLORD-provided pool maintenance is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain the pool in good condition.

In the event the pool is not being maintained by a Contractor, TENANT agrees to maintain the pool, if any. TENANT agrees to maintain the water level, sweep, clean and keep in good condition. If TENANT fails to maintain the pool in a satisfactory manner, LANDLORD may have the pool maintained by a licensed pool service and charge TENANT with the actual cost. Said costs shall become additional rent.

f. Smoking \_\_\_\_\_ will or   X   will not be permitted in or about the Premises. TENANT will be charged any costs incurred for the abatement of any damages by unauthorized smoking in the Premises.

27. **ACCESS:** TENANT agrees to grant LANDLORD the right to enter the Premises at all reasonable times and for all reasonable purposes including showing to prospective lessees, buyers, appraisers, insurance agents, periodic maintenance reviews and business therein as requested by LANDLORD. If TENANT fails to keep scheduled appointments with vendors to make necessary required repairs, TENANT shall pay for any additional charges incurred which will then become part of the next month's rent and be considered additional rent. TENANT shall not deny LANDLORD his/her rights of reasonable entry to the Premises. LANDLORD shall have the right to enter in case of emergency and other situations as specifically allowed by law. LANDLORD agrees to give TENANT twenty-four (24) hours notification for entry, except in case of emergency.

Property	<u>6681 Tara Ave</u>				
Owner's Name	<u>TAKO LLC</u>			<u>Las Vegas</u>	<u>NV 89146</u>
Tenant	<u>Parnell Colvin</u>	Initials <u>PL</u>	Tenant	_____	Initials _____
Tenant	<u>503-490-6564</u>	Initials _____	Tenant	_____	Initials _____



a. **DISPLAY OF SIGNS.** During the last thirty (30) days of this Lease, LANDLORD or LANDLORD's agent may display For Sale or For Rent or similar signs on or about the Premises and enter to show the Premises to prospective purchasers or tenants. TENANT also authorizes Broker to use an electronic keybox to show the Premises during the last 30 days of lease. TENANT further agrees to execute any and all documentation necessary to facilitate the use of a lockbox.

28. **ASSOCIATIONS:** Should the Premises described herein be a part of a common interest community, homeowners association planned unit development, condominium development ("the Association") or such, TENANT hereby agrees to abide by the Governing Documents (INCLUDING Declarations, Bylaws, Articles, Rules and Regulations) of such community and further agrees to be responsible for any fines or penalties levied as a result of failure to do so by TENANT, TENANT's family, licensees or guests. Noncompliance with the Governing Documents shall constitute a violation of this Agreement. Unless billed directly to TENANT by the Association, such fines shall be considered as additional rent and shall be due along with the next monthly payment of rent. By initialing this paragraph, TENANT acknowledges receipt of a copy of the applicable Governing Documents. LANDLORD, at LANDLORD's expense, shall provide TENANT with any additions to such Governing Documents as they become available. LANDLORD may, at its option, with 30 days' notice to TENANT, adopt additional reasonable rules and regulations governing use of the Premises and of the common areas (if any). [ ] [ ] [ ]

29. **INVENTORY:** It is agreed that the following inventory is now on said premises. (Check if present; cross out if absent.)

<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Intercom System	<input type="checkbox"/> Spa Equipment
<input checked="" type="checkbox"/> Stove	<input type="checkbox"/> Alarm System	<input type="checkbox"/> Auto Sprinklers
<input checked="" type="checkbox"/> Microwave	<input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Auto Garage Openers
<input checked="" type="checkbox"/> Disposal	<input checked="" type="checkbox"/> Ceiling Fans	<input type="checkbox"/> BBQ
<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Water Conditioner Equip.	<input type="checkbox"/> Solar Screens
<input checked="" type="checkbox"/> Washer	<input checked="" type="checkbox"/> Dryer	<input checked="" type="checkbox"/> Pool Equipment
<input checked="" type="checkbox"/> Garage Opener	<input type="checkbox"/> Gate Remotes	<input type="checkbox"/> Carpet
<input type="checkbox"/> Trash Can(s) (circle one) owner provided / trash service provided		
<input checked="" type="checkbox"/> Floor Coverings (specify type) <u>hard wood, Tile, Carpet</u>		
<input checked="" type="checkbox"/> Window Coverings (specify type) <u>Blind</u>		

TENANT acknowledges that any appliances that are on the premises are for TENANTS use and convenience; however, in the event of a breakdown of said appliance(s) TENANT acknowledges that property manager, LANDLORD and or the owners are not responsible for any damages caused to TENANTS personal property, to include spoilage of food, beverage or clothing etc. as a result of said appliance break down.

(This Space Intentionally Left Blank)

Property <u>6681 Tara Ave</u>		<u>Las Vegas</u>	<u>NV</u>	<u>89146</u>
Owner's Name <u>TAKO LLC</u>		Owner's Name		
Tenant <u>Parnell Colvin</u>	Initials <u>PC</u>	Tenant		Initials
Tenant <u>503-490-6564</u>	Initials	Tenant		Initials

30. **INSURANCE:** TENANT   x   is **-OR-**            is not required to purchase renter's insurance. LANDLORD BROKERAGE, and DESIGNATED PROPERTY MANAGER shall be named as additional insureds on any such policy. LANDLORD shall not be liable for any damage or injury to TENANT, or any other person, to any property occurring on the Premises or any part thereof, or in common areas thereof. TENANT agrees to indemnify, defend and hold LANDLORD harmless from any claims for damages. TENANT understands that LANDLORD's insurance does not cover TENANT's personal property. If the Premises, or any part of the Premises, shall be partially damaged by fire or other casualty not due to TENANT's negligence or willful act, or that of TENANT's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Premises is uninhabitable. If LANDLORD shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

TENANT hereby acknowledges that the OWNER of the subject property does   x   or does not        have homeowner's insurance. TENANT agrees to cooperate with homeowner and homeowner's insurance company in all relevant matters. TENANT further agrees, upon written notice, to cease any and all actions that may adversely impact OWNER's insurance coverage under said policy.

31. **ILLEGAL ACTIVITIES PROHIBITED:** TENANT is aware of the following: It is a misdemeanor to commit or maintain a public nuisance as defined in NRS 202.450 or to allow any building or boat to be used for a public nuisance. Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building, health or safety codes or regulations may be reported to the government entity in our local area such as the code enforcement division of the county/city government or the local health or building departments. In addition continuing violations of HOA rules and regulations will be considered a public nuisance and TENANT hereby agrees that such continuing HOA violations shall be grounds for eviction.

32. **ADDITIONAL RESPONSIBILITIES:**

a. TENANT may install or replace screens at TENANT's own expense. Solar screen installation requires written permission from LANDLORD. LANDLORD is not responsible for maintaining screens.

b. With the exception of electric cooking devices, outdoor cooking with portable barbecuing equipment is prohibited within ten (10) feet of any overhang, balcony or opening, unless the Premises is a detached single family home. The storage and/or use of any barbecuing equipment is prohibited indoors, above the first floor and within five (5) feet of any exterior building wall. Adult supervision is required at all times the barbecue equipment is generating heat.

c. The Premises        will **-OR-**   x   will not be freshly painted before occupancy. If not freshly painted, the Premises        will **-OR-**   x   will not be touched up before occupancy. TENANT will be responsible for the costs for any holes or excessive dirt or smudges that will require repainting.

d. TENANT agrees to coordinate transfer of utilities to LANDLORD or BROKER/DESIGNATED PROPERTY MANAGER no less than   2   business days of vacating the Premises.

e. Locks may be replaced or re-keyed at the TENANT'S expense provided TENANT informs LANDLORD and provides LANDLORD with a workable key for each new or changed lock. TENANT further agrees to be responsible for any and all such rekey expenses should TENANT fail to notify LANDLORD in advance of any such replacement.

Property <u>  6681  </u> <u>  Tara Ave  </u>					
Owner's Name <u>          TAKO LLC          </u>			Owner's Name <u>          Las Vegas          </u>	NV	89146
Tenant <u>          Parnell Colvin          </u>	Initials <u>  AC  </u>		Tenant <u>  </u>	Initials <u>                  </u>	
Tenant <u>          503-490-6564          </u>	Initials <u>                  </u>		Tenant <u>  </u>	Initials <u>                  </u>	

f. TENANT may conduct a risk assessment or inspection of the Premise for the presence of lead-based paint and/or lead-based paint hazards at the TENANT's expense for a period of ten days after execution of this agreement. Such assessment or inspection shall be conducted by a certified lead based paint professional. If TENANT for any reason fails to conduct such an assessment or inspection, then TENANT shall be deemed to have elected to lease the Premises "as is" and to have waived this contingency. If TENANT conducts such an assessment or inspection and determines that lead-based paint deficiencies and/or hazards exist, TENANT will notify LANDLORD in writing and provide a copy of the assessment/inspection report. LANDLORD will then have ten days to elect to correct such deficiencies and/or hazards or to terminate this agreement. In the event of termination under this paragraph, the security deposit will be refunded to TENANT. (If the property was constructed prior to 1978, refer to the attached Lead-Based Paint Disclosure.)

g. TENANT may display the flag of the United States, made of cloth, fabric or paper, from a pole, staff or in a window, and in accordance with 4 USC Chapter 1. LANDLORD may, at its option, with 30 days' notice to TENANT, adopt additional reasonable rules and regulations governing the display of the flag of the United States.

h. TENANT may display political signs subject to any applicable provisions of law governing the posting of political signs, and, if the Premises are located within a CIC, the provisions of NRS 116 and any governing documents related to the posting of political signs. All political signs exhibited must not be larger than 24 inches by 36 inches. LANDLORD may not exhibit any political sign on the Premises unless the TENANT consents, in writing, to the exhibition of the political sign. TENANT may exhibit as many political signs as desired, but may not exhibit more than one political sign for each candidate, political party or ballot question.

i. DANGEROUS MATERIALS. TENANT shall not keep or have on or around the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on or around the Premises or that might be considered hazardous.

**33. CHANGES MUST BE IN WRITING:** No changes, modifications or amendment of this Agreement shall be valid or binding unless such changes, modifications or amendment are in writing and signed by each party. Such changes shall take effect after thirty days' notice to TENANT. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

**34. CONFLICTS BETWEEN LEASE AND ADDENDUM:** In case of conflict between the provisions of an addendum and any other provisions of this Agreement, the provisions of the addendum shall govern.

**35. ATTORNEY'S FEES:** In the event of any court action, the prevailing party shall be entitled to be awarded against the losing party all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs.

**36. NEVADA LAW GOVERNS:** This Agreement is executed and intended to be performed in the State of Nevada in the county where the Premises are located and the laws of the State of Nevada shall govern its interpretation and effect.

**37. WAIVER:** Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD's or TENANT's rights under the laws of the State of Nevada.

Property	<u>6681 Tara Ave</u>		<u>Las Vegas</u>	<u>NV</u>	<u>89146</u>
Owner's Name	<u>TAKO LLC</u>		Owner's Name		
Tenant	<u>Parnell Colvin</u>	Initials <u>PC</u>	Tenant		Initials
Tenant	<u>503-490-6564</u>	Initials	Tenant		Initials



38. **PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held invalid or unenforceable, such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

39. **VIOLATIONS OF PROVISIONS:** A single violation by TENANT of any of the provisions of this Agreement shall be deemed a material breach and shall be cause for termination of this Agreement. Unless otherwise provided by the law, proof of any violation of this Agreement shall not require criminal conviction but shall be by a preponderance of the evidence.

40. **SIGNATURES:** The Agreement is accepted and agreed to jointly and severally. The undersigned have read this Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a copy of this Agreement. This Agreement may be executed in any number of counterparts, electronically pursuant to NRS Chapter 719, and by facsimile copies with the same effect as if all parties to this agreement had signed the same document and all counterparts and copies will be construed together and will constitute one and the same instrument.

41. **LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640, \_\_\_\_\_ is a licensed real estate agent in the State(s) of \_\_\_\_\_ and has the following interest, direct or indirect, in this transaction: Principal (LANDLORD or TENANT) -OR- family relationship or business interest: \_\_\_\_\_

42. **CONFIRMATION OF REPRESENTATION:** The Agents in this transaction are:

TENANT's Brokerage: \_\_\_\_\_ Broker's Name: \_\_\_\_\_  
 DESIGNATED PROPERTY MANAGER \_\_\_\_\_  
 Agent's Name: Xing R Mao Agent's License # \_\_\_\_\_  
 Address: 6292 Spring Mountain Rd # 105 Las Vegas NV 89146  
 Phone: 702-248-1818 Fax: 702-253-7184 Email: vivianutg@hotmail.com

LANDLORD's Brokerage: \_\_\_\_\_ Broker's Name: \_\_\_\_\_  
 DESIGNATED PROPERTY MANAGER \_\_\_\_\_  
 Agent's Name: \_\_\_\_\_ Agent's License # \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

43. **NOTICES:** Unless otherwise required by law, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing and mailed by certificate of mailing to the following addresses:

BROKERAGE: \_\_\_\_\_ BROKER \_\_\_\_\_  
 DESIGNATED PROPERTY MANAGER \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

TENANT: Parnell Colvin 503-490-6564  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Property <u>6681 Tara Ave</u>		<u>Las Vegas</u>	<u>NV</u>	<u>89146</u>
Owner's Name <u>TAKO LLC</u>		Owner's Name _____		
Tenant <u>Parnell Colvin</u>	Initials <u>PC</u>	Tenant _____		Initials _____
Tenant <u>503-490-6564</u>	Initials _____	Tenant _____		Initials _____

44. **MILITARY PROVISION:** IN THE EVENT the TENANT is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the TENANT receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the TENANT may terminate this lease upon giving thirty (30) days written notice to the LANDLORD. The TENANT shall also provide to the LANDLORD a copy of the official orders or a letter signed by the TENANT's commanding officer, reflecting the change, which warrants termination under this clause. The TENANT will pay prorated rent for any days (he/she) occupy the premises past the first day of the month. The security deposit will be promptly returned to the TENANT, provided there are no damages to the premises, as described by law.

45. **ADDENDA ATTACHED:** Incorporated into this Agreement are the following addenda, exhibits and other information:

- A. Lease Addendum for Drug Free Housing
- B. Lease Addendum for Illegal Activity
- C. Smoke Detector Agreement
- D. HOA Rules and Regulations
- E. Other: \_\_\_\_\_
- F. Other: \_\_\_\_\_
- G. Other: \_\_\_\_\_
- H. Other: \_\_\_\_\_

46. **ADDITIONAL TERMS AND CONDITIONS:**

The Owner holding all the tenant security deposit.  
 The owner has agreed to release said security deposit to the tenant within a 30 day(end of the lease date) Said property has been maintained according to the property condition report or written, itemized account of the disposition of security deposit to the tenant.  
 Tenant hereby acknowledges property management is with Vivian.  
 Final inspection of side property. Please contact Carol Pang:702-488-5563  
 Vivian:702-302-1530  
 Landlord will not allow anybody smoke inside of the premises.  
 The landlord has the right to enter the property prior 24 hours notice to the tenant.  
 Tenant needs to take care the front yard and backyard.  
 Tenant needs to replace AC filter every month.  
 Tenant agrees to take care the pool, front yard and backyard by tenant self.  
 It is tenant's responsibility to follow all the HOA rules and take care the violation letter and fines.  
 Tenant must keep the house clean and in good condition.

Property	6681 Tara Ave			Las Vegas	NV	89146
Owner's Name	TAKO LLC			Owner's Name		
Tenant	Parnell Colvin	Initials	AC	Tenant		Initials
Tenant	503-490-6564	Initials		Tenant		Initials

Landlord agrees to rent the Premises on the above terms and conditions.

Xing R Mao  
 LANDLORD/OWNER  
 OR Authorized Signatory  
TAKO LLC  
 PRINT NAME

03/15/2018  
 DATE

LANDLORD OWNER  
 OR Authorized Signatory

DATE

PRINT NAME

Tenant agrees to rent the Premises on the above terms and conditions.

Parnell Colvin  
 TENANT'S SIGNATURE  
 PRINT NAME

03/15/2018  
 DATE

TENANT'S SIGNATURE

DATE

PRINT NAME

503-490-6564

TENANT'S SIGNATURE

DATE

TENANT'S SIGNATURE

DATE

PRINT NAME

PRINT NAME

**Real Estate Brokers and Designated Property Managers:**

A. Real estate brokers, licensees, agents, and Designated Property Managers who are not also disclosed as a party to the transaction under paragraph 41 are not parties to this Agreement between Landlord and Tenant.

B. Agency relationships are confirmed in paragraph 42.

Property 6681 Tara Ave

Owner's Name TAKO LLC

Tenant Parnell Colvin

Tenant 503-490-6564

Initials PC  
 Initials

Owner's Name Las Vegas

Tenant

Tenant

NV 89146

Initials

Initials



LANDLORD

## RESIDENTIAL LEASE AGREEMENT

for

6681 Tara Ave

Las Vegas

(Property Address)

FILED	RECEIVED
ENTERED	SERVED ON
COUNSEL/PARTIES OF RECORD	
DEC 02 2022	
CLERK US DISTRICT COURT	
DISTRICT OF NEVADA	
BY: <u>L.O.</u>	DEPUTY

1. This AGREEMENT is entered into this 15th day of March 2018 between  
 OWNER'S Name: TAKO LLC OWNER'S Name:  
 (collectively hereinafter, "OWNER" and or "LANDLORD") legal owners) of the property and  
 TENANT'S Name: Parnell Colvin TENANT'S Name: wife: 503-3815158  
 TENANT'S Name: 503-490-6564 TENANT'S Name: Monique  
 (collectively, "TENANT"), which parties hereby agree to as follows:

2. PREMISES: LANDLORD hereby leases to TENANT and TENANT hereby leases from LANDLORD, subject to the terms and conditions of the lease, the Premises known and designated as 6681 Tara Ave  
Las Vegas NV 89146 ("the Premises"). Premises Mail Box #  
 Parking Space # \_\_\_\_\_ Storage Unit # \_\_\_\_\_ Other  
 3. TERM: The term hereof shall commence on 04/01/18 and continue until 03/31/20 with a total rent of \$ 63,360.00 then on a month-to-month basis thereafter, until either party shall terminate the same by giving the other party thirty (30) days written notice delivered by US mail or electronic mail. (All calculation based on 30 day month), as governed by paragraph 23 herein  
 4. RENT: TENANT agrees to pay, without demand, to LANDLORD as rent for the Premises the total sum of 2,640.00 per month on the first day of each calendar month, at 6292 Spring Mountain Rd Las Vegas, 89146 or at such other place as LANDLORD may designate in writing

5. SUMMARY: The initial rents, charges and deposits are as follows

	Total	Received	Balance Due
Rent From 03/15/18, to 03/31/18	\$ 1387	\$ 1387	\$
Security Deposit	\$ 2600	\$ 2600	\$
Key Deposit	\$ 50	\$ 50	\$
Admin Credit App Fee (non-refundable)	\$	\$	\$
Pet Deposit	\$	\$	\$
Cleaning Deposit	\$ 300	\$ 300	\$
Cleaning Fee (non-refundable)	\$	\$	\$
Additional Security	\$	\$	\$
Utility Proration	\$	\$	\$
Sewer/Trash Proration	\$ 40	\$ 40	\$
Pre-Paid Rent	\$	\$	\$
Pro-Rated Rent for	\$	\$	\$
Other	\$	\$	\$
Other	\$	\$	\$
TOTAL	\$ 4377.00	\$ 4377.00	\$

6. ADDITIONAL MONIES DUE:

Tenant need to pay rent on April 1, 2018 for \$2640 (2600+40), Tenant agrees to take care the pool, front yard and backyard by tenant self.

Property 6681 Tara Ave  
 Owner's Name TAKO LLC  
 Tenant Parnell Colvin  
 Tenant 503-490-6564

Initials PC  
 Initials

Owner's Name  
 Tenant  
 Initials

Las Vegas NV 89146

Initials

Residential Lease Agreement Rev. 10/18

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LANDLORD

## 7. ADDITIONAL FEES:

A. LATE FEES: In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of \$ 75 plus \$ 20 per day for each day after 3 days that the sum was due. Such amounts shall be considered to be rent.

B. DISHONORED CHECKS: A charge of \$ 75 shall be imposed for each dishonored check made by TENANT to LANDLORD. TENANT agrees to pay all rents, all late fees, all notice fees and all costs to honor a returned check with certified funds. After TENANT has tendered a check which is dishonored, TENANT hereby agrees to pay all remaining payments including rent due under this Agreement by certified funds. Any payments tendered to LANDLORD thereafter, which are not in the form of certified funds, shall be treated as if TENANT failed to make said payment until certified funds are received. LANDLORD presumes that TENANT is aware of the criminal sanctions and penalties for issuance of a check which TENANT knows is drawn upon insufficient funds and which is tendered for the purpose of committing a fraud upon a creditor.

C. ADDITIONAL RENT: All late fees and dishonored check charges shall be due when incurred and shall become additional rent. Payments will be applied to charges which become rent in the order accumulated. All unpaid charges or any fees owed by TENANT, including but not limited to notice fees, attorney's fees, repair bills, utility bills, landscape pool repair and maintenance bills and CUC fines will become additional rent at the beginning of the month after TENANT is billed. TENANT'S failure to pay the full amount for a period may result in the initiation of eviction proceedings. LANDLORD'S acceptance of any late fee or dishonored check fee shall not act as a waiver of any default of TENANT, or as an extension of the date on which rent is due. LANDLORD reserves the right to exercise any other rights and remedies under this Agreement or as provided by law.

## 8. SECURITY DEPOSITS: Upon execution of this Agreement,

TENANT'S Name: Parnell Colvin TENANT'S Name: 503-490-6564

TENANT'S Name: TENANT'S Name:  
shall deposit with LANDLORD as a Security Deposit the sum stated in paragraph 5. TENANT shall not apply the Security Deposit to, or in lieu of, rent. At any time during the term of this Agreement and upon termination of the tenancy by either party for any reason, the LANDLORD may claim, from the Security Deposit, such amounts due LANDLORD under this Agreement. Any termination prior to the initial term set forth in paragraph 3, or failure of TENANT to provide proper notice of termination, is a default in the payment of rent for the remainder of the lease term, which may be offset by the Security Deposit. Pursuant to NRS 118A 242, LANDLORD shall provide TENANT with a written, itemized accounting of the disposition of the Security Deposit within thirty (30) days of surrender of premises. TENANT agrees, upon termination of the tenancy, to provide LANDLORD with a forwarding address to prevent a delay in receiving the accounting and any refund. At the termination of this agreement, the TENANT identified in this paragraph will be refunded the remaining security deposit (if any). In the event of damage to the Premises caused by TENANT or TENANT'S family, agents or visitors, LANDLORD may use funds from the deposit to repair, but is not limited to this fund and TENANT remains liable for any remaining costs. (In addition to the above, to be refundable, property must be professionally cleaned to include carpets and all hard surface flooring including tile and grout). Upon request by Landlord, Tenant must furnish receipts for professional cleaning services.

## 9. CONDITION OF PREMISES: TENANT agrees that TENANT has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean, and rentable condition.

Property: 6681 Tara Ave

Owner's Name:

TAKO LLC

Las Vegas

NV 89146

Tenant:

Parnell Colvin

Initials:

PC

Owner's Name:

Tenant:

Initials:

Initials:

Residential Lease Agreement - Rev. 10/18

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LANDLORD

10. TRUST ACCOUNTS: BROKER shall retain all interest earned, if any, on security deposits to offset administration and bookkeeping fees.

11. EVICTION COSTS: TENANT shall be charged an administrative fee of \$ 375 per eviction attempt to offset the costs of eviction notices and proceedings. TENANT shall be charged for service of legal notices and all related fees according to actual costs incurred.

12. CARDS AND KEYS: Upon execution of the Agreement, TENANT shall receive the following.

1 Door key(s)	1 Garage Transmitter Fob(s)	Pool Key(s)
1 Mailbox key(s)	Gate Card Fob(s)	Other(s)
Laundry Room key(s)	Gate Transmitter Fob(s)	Other(s)

TENANT shall make a key deposit (if any) in the amount set forth in paragraph 2 upon execution of this Agreement. The key deposit shall be refunded within 30 days of TENANT's return of all cards and/or keys to LANDLORD or LANDLORD'S BROKER/DESIGNATED PROPERTY MANAGER.

13. CONVEYANCES AND USES: TENANT shall not assign, sublet or transfer TENANT'S interest, nor any part thereof, without prior written consent of LANDLORD. The Premises shall be used and occupied by TENANT exclusively as a private single-family residence. Neither the Premises nor any part of the Premises or yard shall be used at any time during the term of this Lease for any purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence. TENANT shall comply with all the health and sanitary laws, ordinances, rules and orders of appropriate governmental authorities and homeowners associations, if any, with respect to the Premises. TENANT understands and acknowledges that they are not permitted to access the attic crawl space, roof or under the home or any other area of the property that is not considered living space. TENANT shall not commit waste, cause excessive noise, create a nuisance or disturb others.

14. OCCUPANTS: Occupants of the Premises shall be limited to 6 persons and shall be used solely for housing accommodations and for no other purpose. TENANT represents that the following person(s) will live in the Premises:

Parnell Colvin, Monique, Malaysia, Elilah, Parnell JR, Annastashia

15. GUESTS: The TENANT agrees to pay the sum of \$ 10.00 per day for each guest remaining on the Premises more than 10 days. Notwithstanding the foregoing, in no event shall any guest remain on the Premises for more than 30 days.

16. UTILITIES: TENANT shall immediately connect all utilities and services of premises upon commencement of lease. TENANT is to pay when due all utilities and other charges in connection with TENANT'S individual rented premises. Responsibility is described as (T) for TENANT and (O) for Owner.

Electricity	T	Trash	T	Trash Can Rental	T	Phone	T
Gas	T	Sewer		Cable	T	Other	
Water	T	Septic	T	Association Fees	N/A	Other	

a. TENANT is responsible to connect the following utilities in TENANT'S name:

ALL

Property 6681 Tara Ave

Owner's Name

TAKO LLC

Las Vegas

NV 89146

Tenant

Parnell Colvin  
503-490-6564

Initials  
Initials

Owner's Name  
Tenant

Initials  
Initials

Residential Lease Agreement Rev. 10/18

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# LANDLORD

b. LANDLORD will maintain the connection of the following utilities in LANDLORD's name and bill TENANT for connection fees and use accordingly for the entire term of the lease: N/A

c. No additional phone or cable lines or outlets or satellite dishes shall be obtained for the Premises without the LANDLORD's written consent. In the event of LANDLORD's consent, TENANT shall be responsible for all costs associated with the additional lines, outlets or dishes. TENANT shall also remove any satellite dishes and restore the subject property to its original condition at the termination of this Agreement.

d. If an alarm system exists on the Premises, TENANT may obtain the services of an alarm services company and shall pay all costs associated therewith.

e. TENANT shall not default on any obligation to a utility provider for utility services at the Property. Owner does not pay for any utilities, excluding any such UTILITIES THAT ARE INCLUDED IN HOME OWNER'S ASSOCIATION DUES. TENANT must show all utilities giving service to said property have a zero balance upon move out.

f. Other: \_\_\_\_\_

17. PEST NOTICE: TENANT understands that various pest, rodent and insect species (collectively, "pests") exist in Southern Nevada. Pests may include, but are not limited to, scorpions (approximately 23 species, including bark scorpions), spiders (including black widow and brown recluse), bees, snakes, ants, termites, rats, mice and pigeons. The existence of pests may vary by season and location. Within thirty (30) days of occupancy, if the Premises has pests, LANDLORD, at TENANT's written request, will arrange for and pay for the initial pest control spraying. TENANT agrees to pay for the monthly pest control spraying fees. For more information on pests and pest control providers, TENANT should contact the State of Nevada Division of Agriculture.

18. PETS: No pet shall be on or about the Premises at any time without written permission of LANDLORD. In the event TENANT wishes to have a pet, TENANT will complete an Application for Pet Approval. Should written permission be granted for occupancy of the designated pet, an additional security deposit in the amount of \$ 300 will be required and paid by TENANT in advance subject to deposit terms and conditions aforementioned. In the event written permission shall be granted, TENANT shall be required to procure and provide to LANDLORD written evidence that TENANT has obtained such insurance as may be available against property damage to the Premises and liability to third party injury. Said policy shall name LANDLORD and LANDLORD'S AGENT as additional insureds. A copy of said policy shall be provided to LANDLORD or LANDLORD'S BROKER DESIGNATED PROPERTY MANAGER prior to any pets being allowed within the Premises. If TENANT obtains a pet without written permission of LANDLORD, such will be an event of default under paragraph 21. TENANT further agrees to pay an immediate fine of \$ 300. TENANT agrees to indemnify LANDLORD for any and all liability, loss and damages which LANDLORD may suffer as a result of any animal in the Premises, whether or not written permission was granted.

(This Space Intentionally Left Blank)

Property 6681 Tara Ave

Owner's Name

TAKO LLC

Tenant

Parneil Colvin

503-490-6564

Initials

AC

Owner's Name

Tenant

Las Vegas

NV 89146

Initials  
Initials

Re: 2022-01-01 Attachment Key: 1000

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LANDLORD

19. **RESTRICTIONS:** TENANT shall not keep or permit to be kept in, on, or about the Premises waterbeds, boats, campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles except as follows:  
N/A

TENANT shall not conduct nor permit any work on vehicles on the premises without the express written consent of the Owner.

20. **ALTERATIONS:** TENANT shall make no alterations to the Premises without LANDLORD's written consent. Unless otherwise agreed in writing between TENANT and LANDLORD, all alterations or improvements to the Premises become the property of LANDLORD, shall remain upon the Premises, and shall constitute a fixture permanently affixed to the Premises. Unless otherwise agreed in writing between TENANT and LANDLORD, TENANT shall be responsible for restoring the Premises to its original condition and removing any alterations or improvements if requested by LANDLORD or LANDLORD's BROKER DESIGNATED PROPERTY MANAGER.

21. **DEFAULT:** Failure by TENANT to pay rent, perform any obligation under this Agreement, or comply with any Association Governing Documents (if any), or TENANT's engagement in activity prohibited by this Agreement, or TENANT's failure to comply with any and all applicable laws, shall be considered a default hereunder. Upon default, LANDLORD may, at its option, terminate this tenancy upon giving proper notice. Upon default, LANDLORD shall issue a proper itemized statement to TENANT noting the amount owed by TENANT, including any and all fees related to eviction and reletting of the subject property. LANDLORD may pursue any and all legal and equitable remedies available.

a. **FORFEITURE OF SECURITY DEPOSIT - DEFAULT:** It is understood and agreed that TENANT shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If TENANT fails to comply, such security deposit shall be forfeited and LANDLORD may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purpose of this paragraph, it shall be conclusively presumed that a TENANT leaving the premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that TENANT shall perform the obligations of the Lease and shall be forfeited by the TENANT should TENANT breach any of the terms and conditions of this Lease. In the event of default, by TENANT, of any obligation in this Lease which is not cured by TENANT within five (5) days' notice from LANDLORD, then in addition to forfeiture of the Security Deposit, LANDLORD may pursue any other remedy available by law, equity or otherwise.

b. **TENANT PERSONAL INFORMATION UPON DEFAULT:** TENANT understands and acknowledges that if TENANT defaults on lease, LANDLORD or Owner may engage the services of an Attorney or a Collection Agency. TENANT understands and acknowledges that LANDLORD Owner may give an Attorney or a Collection Agency, TENANT's personal information, including but not limited to, TENANT's social security number or any other information to aid in collection efforts and holds LANDLORD, Broker, and Owner harmless from any liability in relation to the release of any personal information to these entities.

22. **ENFORCEMENT:** Any failure by LANDLORD to enforce the terms of this Agreement shall not constitute a waiver of said terms by LANDLORD. Acceptance of rent due by LANDLORD after any default shall not be construed to waive any right of LANDLORD or affect any notice of termination or eviction.

Property: 6681 Tara Ave

Owner's Name

TAKO LLC

Tenant

Parnell Colvin  
503-490-6564

Location

Initials  
Initials

Owner's Name  
Tenant

Las Vegas

NV 89146

Initials  
Initials

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# LANDLORD

- a. ABANDONMENT: LANDLORD is entitled to presume per NRS 115A.450 that TENANT has abandoned the Premises if the TENANT is absent from the premises for a period of time equal to one-half the time for periodic rental payments, unless the rent is current or the TENANT has in writing notified the landlord of an intended absence.
- b. If at any time during the term of this Lease, TENANT abandons the Premises, LANDLORD shall have the following rights. LANDLORD may, at LANDLORD'S option, enter the Premises by any means without liability to TENANT for damages and may relet the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting. At LANDLORD'S option, LANDLORD may hold TENANT liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by LANDLORD by means of such reletting.
- LANDLORD also may dispose of any of TENANT'S abandoned personal property, pursuant to Nevada law as LANDLORD deems appropriate, without liability to TENANT.

23. NOTICE OF INTENT TO VACATE: TENANT shall provide notice of TENANT'S intention to vacate the Premises. Such notice shall be in writing and shall be provided to LANDLORD prior to the first day of the last month of the lease term set forth in Section 3 of this Agreement. In no event shall notice be less than 30 days prior to the expiration of the term of this Agreement. In the event TENANT fails to provide such notice, TENANT shall be deemed to be holding-over on a month-to-month basis until 30 days after such notice. During a holdover not authorized by LANDLORD, rent shall increase by 10 %.

24. TERMINATION: Upon termination of the tenancy, TENANT shall surrender and vacate the Premises and shall remove any and all of TENANT'S property. TENANT shall return keys, personal property and Premises to the LANDLORD in good, clean and sanitary condition, normal wear excepted.

25. EMERGENCIES: The name, address and phone number of the party who will handle maintenance or essential services emergencies on behalf of the LANDLORD is as follows:  
Carol 702-488-5563, Vivian 702-302-1530

26. MAINTENANCE: TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately report to the LANDLORD any defect or problem on the Premises. TENANT agrees to notify LANDLORD of any water leakage and/or damage within 24 hours of the occurrence. TENANT understands that TENANT may be held responsible for any water and/or mold damage, including the costs of remediation of such damage. TENANT shall be responsible for any MINOR repairs necessary to the Premises up to and including the cost of \$ 100. TENANT agrees to pay for all repairs, replacements and maintenance required by TENANT'S misconduct or negligence or that of TENANT'S family, pers, licensees and guests, including but not limited to any damage done by wind or rain caused by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances, carpeting or the Premises in general. At LANDLORD'S option, such charges shall be paid immediately or be regarded as additional rent to be paid no later than the next monthly payment date following such repairs. TENANT acknowledges any minor repairs made to the Property must be done by an active, licensed and insured contractor.

a. TENANT shall change filters in the heating and air conditioning systems at least once every month, at TENANT'S own expense. LANDLORD shall maintain the heating and air conditioning systems and provide for major repairs. However, any repairs to the heating or cooling system caused by dirty filters due to TENANT'S neglect will be the responsibility of TENANT.

Property	6681 Tara Ave				
Owner's Name	TAKO LLC		Las Vegas	NV	89146
Tenant	Parnell Colvin	Initials	TC	Tenant	
Tenant	502-490-6564	Initials		Tenant	

Residential Lease Agreement Key - 11/1/21

12/1/22 Create Las Vegas Association of REALTORS

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# LANDLORD

b. TENANT shall replace all broken glass, regardless of cause of damage, at TENANT's expense.

c. LANDLORD shall be responsible for all systems including heating, cooling, electrical, plumbing and sewer lines. LANDLORD shall be responsible for all major heating, cooling electrical, plumbing and sewer problems that are not caused by TENANT.

d. There is ☐ OR ☒ is not a landscape contractor whose name and phone number are as follows:

In the case of landscaping being maintained by a contractor, TENANT agrees to cooperate with the landscape contractor in a satisfactory manner. LANDLORD-provided landscaping is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain landscaping and/or shrubs, trees and sprinkler system in good condition.

In the event the landscaping is not being maintained by a contractor, TENANT shall maintain lawns, shrubs and trees. TENANT shall water all lawns, shrubs and trees, mow the lawns on a regular basis, trim the trees and fertilize lawns, shrubs and trees. If TENANT fails to maintain the landscaping in a satisfactory manner, LANDLORD may have the landscaping maintained by a landscaping contractor and charge TENANT with the actual cost. Said costs shall immediately become additional rent.

e. There is ☐ OR ☒ is not a pool contractor whose name and phone number are as follows:

In the case of pool maintenance being maintained by a contractor, TENANT agrees to cooperate with the pool maintenance contractor in a satisfactory manner. LANDLORD-provided pool maintenance is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain the pool in good condition.

In the event the pool is not being maintained by a Contractor, TENANT agrees to maintain the pool, if any. TENANT agrees to maintain the water level, sweep, clean and keep in good condition. If TENANT fails to maintain the pool in a satisfactory manner, LANDLORD may have the pool maintained by a licensed pool service and charge TENANT with the actual cost. Said costs shall become additional rent.

f. Smoking will ☐ OR ☒ will not be permitted in or about the Premises. TENANT will be charged any costs incurred for the abatement of any damages by unauthorized smoking in the Premises.

27. ACCESS: TENANT agrees to grant LANDLORD the right to enter the Premises at all reasonable times and for all reasonable purposes including showing to prospective lessees, buyers, appraisers, insurance agents, periodic maintenance reviews and business therein as requested by LANDLORD. If TENANT fails to keep scheduled appointments with vendors to make necessary required repairs, TENANT shall pay for any additional charges incurred which will then become part of the next month's rent and be considered additional rent. TENANT shall not deny LANDLORD his/her rights of reasonable entry to the Premises. LANDLORD shall have the right to enter in case of emergency and other situations as specifically allowed by law. LANDLORD agrees to give TENANT twenty-four (24) hours notification for entry, except in case of emergency.

Property 6682 Tara Ave

Owner's Name

TAKO LLC

Tenant

Parnell Colvin  
503-490-6566

Initial  
Initial

Owner's Name

Las Vegas

NV 89146

Tenant  
Initial

Initial  
Initial

Revised the Lease Agreement Rev. 10/11

1000 Grand Las Vegas Avenue, Suite 100, Las Vegas, NV 89101

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# LANDLORD

**a. DISPLAY OF SIGNS.** During the last thirty (30) days of this Lease, LANDLORD or LANDLORD's agent may display For Sale or For Rent or similar signs on or about the Premises and enter to show the Premises to prospective purchasers or tenants. TENANT also authorizes Broker to use an electronic keybox to show the Premises during the last 30 days of lease. TENANT further agrees to execute any and all documentation necessary to facilitate the use of a lockbox.

**28. ASSOCIATIONS:** Should the Premises described herein be a part of a common interest community, homeowners association, planned unit development, condominium development ("the Association") or such, TENANT hereby agrees to abide by the Governing Documents (INCLUDING Declarations, Bylaws, Articles, Rules and Regulations) of such community and further agrees to be responsible for any fines or penalties levied as a result of failure to do so by TENANT, TENANT's family, licensees or guests. Noncompliance with the Governing Documents shall constitute a violation of this Agreement. Unless billed directly to TENANT by the Association, such fines shall be considered as additional rent and shall be due along with the next monthly payment of rent. By initialing this paragraph, TENANT acknowledges receipt of a copy of the applicable Governing Documents. LANDLORD, at LANDLORD's expense, shall provide TENANT with any additions to such Governing Documents as they become available. LANDLORD may, at its option, with 30 days' notice to TENANT, adopt additional reasonable rules and regulations governing use of the Premises and of the common areas (if any).

**29. INVENTORY:** It is agreed that the following inventory is now on said premises. (Check if present, cross out if absent)

<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Intercom System	<input type="checkbox"/> Spa Equipment
<input checked="" type="checkbox"/> Stove	<input type="checkbox"/> Alarm System	<input type="checkbox"/> Auto Sprinklers
<input checked="" type="checkbox"/> Microwave	<input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Auto Garage Openers
<input checked="" type="checkbox"/> Disposal	<input checked="" type="checkbox"/> Ceiling Fans	<input type="checkbox"/> BBQ
<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Water Conditioner Equip.	<input type="checkbox"/> Solar Screens
<input checked="" type="checkbox"/> Washer	<input checked="" type="checkbox"/> Dryer	<input checked="" type="checkbox"/> Pool Equipment
<input checked="" type="checkbox"/> Garage Opener	<input type="checkbox"/> Gate Remotes	<input type="checkbox"/> Carpet
<input type="checkbox"/> Trash Cans (circle one) owner provided / trash service provided		
<input checked="" type="checkbox"/> Floor Coverings (specify type) <u>hard wood, tile, carpet</u>		
<input checked="" type="checkbox"/> Window Coverings (specify type) <u>blind</u>		

TENANT acknowledges that any appliances that are on the premises are for TENANT's use and convenience, however, in the event of a breakdown of said appliances, TENANT acknowledges that property manager, LANDLORD and/or the owners are not responsible for any damages caused to TENANT's personal property, to include spoilage of food, beverage or clothing etc. as a result of said appliance break down.

(This Space Intentionally Left Blank)

Property 6681 Tara Ave

Owner's Name

TAKO LLC

Las Vegas

NV 89146

Tenant

Parnell, Colvin  
503-490-6564

Initials  
Initials

Owner's Name  
Tenant

Initials  
Initials

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LANDLORD

30. **INSURANCE:** TENANT ☒ is OR ☐ is not required to purchase renter's insurance. LANDLORD BROKER/FRAGL and DESIGNATED PROPERTY MANAGER shall be named as additional insureds on any such policy. LANDLORD shall not be liable for any damage or injury to TENANT, or any other person, to any property occurring on the Premises or any part thereof, or in common areas thereof. TENANT agrees to indemnify, defend and hold LANDLORD harmless from any claims for damages. TENANT understands that LANDLORD's insurance does not cover TENANT's personal property. If the Premises, or any part of the Premises, shall be partially damaged by fire or other casualty not due to TENANT's negligence or willful act, or that of TENANT's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Premises is uninhabitable. If LANDLORD shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

TENANT hereby acknowledges that the OWNER of the subject property does ☒ or does not ☐ have homeowner's insurance. TENANT agrees to cooperate with homeowner and homeowner's insurance company in all relevant matters. TENANT further agrees, upon written notice, to cease any and all actions that may adversely impact OWNER's insurance coverage under said policy.

31. **ILLEGAL ACTIVITIES PROHIBITED:** TENANT is aware of the following: It is a misdemeanor to commit or maintain a public nuisance as defined in NRS 202.450 or to allow any building or boat to be used for a public nuisance. Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building, health or safety codes or regulations may be reported to the government entity in our local area such as the code enforcement division of the county city government or the local health or building departments. In addition continuing violations of HOA rules and regulations will be considered a public nuisance and TENANT hereby agrees that such continuing HOA violations shall be grounds for eviction.

### 32. **ADDITIONAL RESPONSIBILITIES:**

a. TENANT may install or replace screens at TENANT's own expense. Solar screen installation requires written permission from LANDLORD. LANDLORD is not responsible for maintaining screens.

b. With the exception of electric cooking devices, outdoor cooking with portable barbecuing equipment is prohibited within ten (10) feet of any overhang, balcony or opening, unless the Premises is a detached single family home. The storage and/or use of any barbecuing equipment is prohibited indoors, above the first floor and within five (5) feet of any exterior building wall. Adult supervision is required at all times the barbecue equipment is generating heat.

c. The Premises ☐ will OR ☒ will not be freshly painted before occupancy. If not freshly painted, the Premises ☐ will OR ☒ will not be touched up before occupancy. TENANT will be responsible for the costs for any holes or excessive dirt or smudges that will require repainting.

d. TENANT agrees to coordinate transfer of utilities to LANDLORD or BROKER/DESIGNATED PROPERTY MANAGER no less than 2 business days of vacating the Premises.

e. Locks may be replaced or re-keyed at the TENANT'S expense provided TENANT informs LANDLORD and provides LANDLORD with a workable key for each new or changed lock. TENANT further agrees to be responsible for any and all such rekey expenses should TENANT fail to notify LANDLORD in advance of any such replacement.

Property 6681 Tara Ave

Owner's Name

TAKO LLC

Tenant

Farnell Colvin

503-490-6564

Initials  
Initials

Initials

Owner's Name

Tenant

Initials

Las Vegas

NV 89146

Initials  
Initials

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LANDLORD

f. TENANT may conduct a risk assessment or inspection of the Premise for the presence of lead-based paint and/or lead-based paint hazards at the TENANT's expense for a period of ten days after execution of this agreement. Such assessment or inspection shall be conducted by a certified lead based paint professional. If TENANT for any reason fails to conduct such an assessment or inspection, then TENANT shall be deemed to have elected to lease the Premises "as is" and to have waived this contingency. If TENANT conducts such an assessment or inspection and determines that lead-based paint deficiencies and/or hazards exist, TENANT will notify LANDLORD in writing and provide a copy of the assessment/inspection report. LANDLORD will then have ten days to elect to correct such deficiencies and/or hazards or to terminate this agreement. In the event of termination under this paragraph, the security deposit will be refunded to TENANT. (If the property was constructed prior to 1978, refer to the attached Lead-Based Paint Disclosure.)

g. TENANT may display the flag of the United States, made of cloth, fabric or paper, from a pole, staff or in a window, and in accordance with 4 USC Chapter 1. LANDLORD may, at its option, with 30 days' notice to TENANT, adopt additional reasonable rules and regulations governing the display of the flag of the United States.

h. TENANT may display political signs subject to any applicable provisions of law governing the posting of political signs, and, if the Premises are located within a CLC, the provisions of NRS 116 and any governing documents related to the posting of political signs. All political signs exhibited must not be larger than 24 inches by 36 inches. LANDLORD may not exhibit any political sign on the Premises unless the TENANT consents, in writing, to the exhibition of the political sign. TENANT may exhibit as many political signs as desired, but may not exhibit more than one political sign for each candidate political party or ballot question.

i. DANGEROUS MATERIALS. TENANT shall not keep or have on or around the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on or around the Premises or that might be considered hazardous.

33. **CHANGES MUST BE IN WRITING:** No changes, modifications or amendment of this Agreement shall be valid or binding unless such changes, modifications or amendment are in writing and signed by each party. Such changes shall take effect after thirty days' notice to TENANT. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

34. **CONFLICTS BETWEEN LEASE AND ADDENDUM:** In case of conflict between the provisions of an addendum and any other provisions of this Agreement, the provisions of the addendum shall govern.

35. **ATTORNEY'S FEES:** In the event of any court action, the prevailing party shall be entitled to be awarded against the losing party all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs.

36. **NEVADA LAW GOVERNS:** This Agreement is executed and intended to be performed in the State of Nevada in the county where the Premises are located and the laws of the State of Nevada shall govern its interpretation and effect.

37. **WAIVER:** Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD's or TENANT's rights under the laws of the State of Nevada.

Property 6681 Tara Ave

Owner's Name

TAKO LLC

Tenant

Rarnell Colvin  
503-490-6564

Initials  
R

Owner's Name

Las Vegas

NV 89146

Tenant  
Initials

Initials  
Initials

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LANDLORD

38. **PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held invalid or unenforceable, such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

39. **VIOLATIONS OF PROVISIONS:** A single violation by TENANT of any of the provisions of this Agreement shall be deemed a material breach and shall be cause for termination of this Agreement. Unless otherwise provided by the law, proof of any violation of this Agreement shall not require criminal conviction but shall be by a preponderance of the evidence.

40. **SIGNATURES:** The Agreement is accepted and agreed to jointly and severally. The undersigned have read this Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a copy of this Agreement. This Agreement may be executed in any number of counterparts, electronically pursuant to NRS Chapter 719, and by facsimile copies with the same effect as if all parties to this agreement had signed the same document and all counterparts and copies will be construed together and will constitute one and the same instrument.

41. **LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640, \_\_\_\_\_ is a licensed real estate agent in the State(s) of \_\_\_\_\_ and has the following interest, direct or indirect, in this transaction: \_\_\_\_\_ (LANDLORD or TENANT) - OR - family relationship or business interest: Principal

42. **CONFIRMATION OF REPRESENTATION:** The Agents in this transaction are:

TENANT's Brokerage:

DESIGNATED PROPERTY MANAGER

Agent's Name:

Xiang R. Mao

Address: 6292 Spring Mountain Rd # 105

Phone:

702-248-1818

Fax:

Broker's Name:

Agent's License #

Las Vegas

NV 89146

Email:

vivianutge@hotmail.com

LANDLORD's Brokerage:

DESIGNATED PROPERTY MANAGER

Agent's Name:

Address:

Phone:

Fax:

Broker's Name:

Agent's License #

Email:

43. **NOTICES:** Unless otherwise required by law, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing and mailed by certificate of mailing to the following addresses:

BROKERAGE

DESIGNATED PROPERTY MANAGER

Address:

Phone:

Fax:

BROKER

Email:

TENANT

Parnell Colvin

503-490-6364

Address:

Phone:

Fax:

Email:

Property 6681 Tara Ave

OWNER Name:

TARO LLC

Tenant

Parnell Colvin  
503-490-6364

Initials  
Initials

Owner Name  
Tenant

Las Vegas

NV 89146

Initials  
Initials

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This form presented by **AMP Realty LLC** | 702-248-1818  
vivanutge@hotmail.com

LANDLORD

44. **MILITARY PROVISION:** IN THE EVENT the TENANT is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the TENANT receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the TENANT may terminate this lease upon giving thirty (30) days written notice to the LANDLORD. The TENANT shall also provide to the LANDLORD a copy of the official orders or a letter signed by the TENANT's commanding officer, reflecting the change, which warrants termination under this clause. The TENANT will pay prorated rent for any days (he/she) occupy the premises past the first day of the month. The security deposit will be promptly returned to the TENANT, provided there are no damages to the premises, as described by law.

45. **ADDENDA ATTACHED:** Incorporated into this Agreement are the following addenda, exhibits and other information:

- A. Lease Addendum for Drug Free Housing
- B. Lease Addendum for Illegal Activity
- C. Smoke Detector Agreement
- D. HOA Rules and Regulations
- E. Other: \_\_\_\_\_
- F. Other: \_\_\_\_\_
- G. Other: \_\_\_\_\_
- H. Other: \_\_\_\_\_

46. **ADDITIONAL TERMS AND CONDITIONS:**

The Owner holding all the tenant security deposit.  
 The owner has agreed to release said security deposit to the tenant within a 30 day (end of the lease date) Said property has been maintained according to the property condition report or written, itemized account of the disposition of security deposit to the tenant.  
 Tenant hereby acknowledges property management is with Vivian.  
 Final inspection of side property. Please contact Carol Pang: 702-488-5563  
 Vivian: 702-302-1530  
 Landlord will not allow anybody smoke inside of the premises.  
 The landlord has the right to enter the property prior 24 hours notice to the tenant.  
 Tenant needs to take care the front yard and backyard.  
 Tenant needs to replace AC filter every month.  
 Tenant agrees to take care the pool, front yard and backyard by tenant self.  
 It is tenant's responsibility to follow all the HOA rules and take care the violation letter and fines.  
 Tenant must keep the house clean and in good condition.

Property 6001 Tara Ave

Owner's Name

TAKO LLC

Tenant

Earnell Colvin  
 503-490-4564

Initials  
 Initials

Owner's Name

Las Vegas

NV

89146

Tenant  
 Initials

Initials  
 Initials

Residential Lease Agreement Rev. 10/18

2010 General Landlord Association of Las Vegas

Page 12 of 13

Xing R Mai

LANDLORD OWNER  
OR Authorized Signatory

## DATA

**TAKO LLC**

PRINCE NAHIN

Tenant agrees to rent the Premises

RENTAL'S SIGNATURE

**ĐÀ Đ**

PRINT NAME

PRINT NAME \_\_\_\_\_

**TENANT'S SIGNATURE**

13411

# FINANZSHÄITER

## DATA

PRINT NAME

PRINT NAME \_\_\_\_\_

A Real estate brokers, licensees, agents, and Designated Property Managers who are not also disclosed as a party to the transaction under paragraph 41 are not parties to this Agreement between Landlord and Tenant.

Agency relationships are confirmed in paragraph 42

Charles, Ann  
Parnell, Colvan  
503-490-8583

Serial A  
Track

**Las Vegas**

**NV 69148**

Character Name  
 Address  
 Location

**Initial  
Contact**

*[Faint, illegible handwritten text]*

Approved: \_\_\_\_\_  
 Date: \_\_\_\_\_

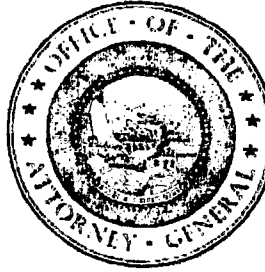
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This form presented by King N. Mao : ANP Realty LLC : 702-246-1878 :  
 nrealestate@hotmail.com



**STATE OF NEVADA**  
**OFFICE OF THE ATTORNEY GENERAL**

100 N. CARSON ST., CARSON CITY, NV 89701 – TEL# 775-684-1100 – FAX# 775-684-1108  
 555 E. WASHINGTON AVE., STE 3900, LAS VEGAS, NV 89101 – TEL# 702-486-3420 – FAX# 702-486-3768



<input checked="" type="checkbox"/> FILED	<input type="checkbox"/> RECEIVED
<input type="checkbox"/> ENTERED	<input type="checkbox"/> SERVED ON
COUNSEL/PARTIES OF RECORD	
DEC 02 2022	
CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY: <u>L. O.</u>	DEPUTY

## COMPLAINT FORM

*The information you provide on this form may be used to help us investigate violations of state laws. Please be sure to complete all required fields. The length of this process can vary depending on the circumstances and information you provide. The Attorney General's office may contact you if additional information is needed. Supplemental materials can be attached to Section 6 of this complaint form, and if additional supplemental materials are acquired after submitting this form, please email them to [AGCOMPLAINT@ag.nv.gov](mailto:AGCOMPLAINT@ag.nv.gov) with COMPLAINT in the subject line.*

**\*\*\*ONLY COMPLAINTS THAT ARE SIGNED WILL BE PROCESSED\*\*\***

HAVE YOU PREVIOUSLY FILED A COMPLAINT WITH OUR OFFICE? ☐ YES ☒ NO  
 If so, what are the approximate dates of previously filed complaint(s)?

### SECTION 1: COMPLAINANT INFORMATION

LAST NAME: Colvin		FIRST NAME: Parnell		M.I.
ORGANIZATION:				
ADDRESS: 6681 Tara Ave		CITY: Las Vegas	STATE: Nv	ZIP: 89146
PHONE/MOBILE: (503)490-6564		EMAIL: PC681@YAHOO.COM		
AGE GROUP:	<input type="checkbox"/> UNDER 18	<input checked="" type="checkbox"/> 18 to 59	<input type="checkbox"/> 60 AND OVER	
PRIMARY LANGUAGE: English				

### SECTION 2: TYPE OF COMPLAINT

<input checked="" type="checkbox"/> GENERAL INVESTIGATIONS	<input type="checkbox"/> MISSING CHILDREN	<input type="checkbox"/> TICKET SALES
<input type="checkbox"/> HIGH TECH CRIME	<input type="checkbox"/> MORTGAGE FRAUD	<input type="checkbox"/> WORKERS COMP FRAUD
<input type="checkbox"/> INSURANCE FRAUD	<input type="checkbox"/> OPEN MEETING LAW	<input type="checkbox"/> OTHER
<input type="checkbox"/> MEDICAID FRAUD	<input type="checkbox"/> PUBLIC INTEGRITY	

**SECTION 3: MY COMPLAINT IS AGAINST**

<input checked="" type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> BUSINESS <input type="checkbox"/> AGENCY NAME OF INDIVIDUAL/BUSINESS/AGENCY: <b>AHP REALITY LLC / Vivian R. Mao</b>			
ADDRESS: <b>6292 W Spring Mountain Rd #105</b>		CITY: <b>Las Vega</b>	STATE: <b>Nv</b> ZIP: <b>89146</b>
TELEPHONE NUMBER: <b>(702)302-1530</b>		EMAIL: <b>vivianutg@hotmail.com</b>	
WEBSITE:			
DATE ALLEGED VIOLATION OCCURRED: <b>October 1, 2019 to present.</b>			
WAS A CONTRACT SIGNED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
HAVE YOU CONTACTED ANOTHER AGENCY FOR ASSISTANCE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF SO, WHICH AGENCY?			
HAVE YOU HIRED AN ATTORNEY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF SO, PROVIDE ATTORNEY'S CONTACT INFORMATION:			
IS COURT ACTION PENDING? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
DID YOU MAKE ANY PAYMENTS TO THE INDIVIDUAL OR BUSINESS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
HOW MUCH WERE YOU ASKED TO PAY? <b>\$2750.00</b>		HOW MUCH DID YOU ACTUALLY PAY? <b>Nothing</b>	
DATE OF PAYMENT:		PAYMENT METHOD:	

*Continue to Section 4 to describe complaint.*

Facebook: [/NVAttorneyGeneral](#) Twitter: [@NevadaAG](#) YouTube: [NevadaAG](#)

#### SECTION 4: DESCRIBE YOUR COMPLAINT:

(to add attachments, see Section 5)

I signed a initial one year rental lease on March 15,2018. during the course of my lease I signed a two year extension. My lease want expire until March 31,2021 I have submitted my original lease for review marked tenant lease. My two year extension is just a cover page where ( AHP REALITY LLC) just added the new dates and I signed my new lease extension. On or about October 2,2019 ( AHP REALITY LLC) and property manager ( Vivian R. Mao) tried to illegally evict me. I had a court date in front of Las Vegas Justice Court hearing master (David Brown). I was not present at the hearing because I had to work but occupant ( Monique Brown) attended the hearing.

During the hearing the court kept referring to Ms. Brown, as a tenant which she is not listed as one in my lease only I am. The tenant is the one that gets evicted then all others follow as occupants. During the hearing the court kept referring to Ms. Brown, as a tenant because her personal information was listed on my lease. Once I spoke with Ms. Brown, and she informed me of the court saying she was a tenant, her name and contact number was on my lease. Which it should not be I am the only person that signed the lease and initial all required areas.

I was concerned about the court actions so I went to the clerks office to get a copy of the complaint the property manager filed and the lease it submitted to the court. I have enclosed the lease marked landlord. Upon review I noticed the landlord added Ms. Brown, name and contact information to my lease to make it appear to the court that she was a tenant. The landlord also changed the dates of my lease to make it seem I signed a one lease for two years from 04/01/18 to 03/31/20.

The landlord actions are illegal this is fraud, forgery and identity theft. Ms. Brown, initials are not on my original lease her contact information is not on my original lease and the dates of my original lease were fraudulently changed. Please look at the two versions of the leases submitted this is criminal conduct. I contacted the landlord and informed her that I found out about the changing of and altering my lease and submitted the fraudulent lease to the court she admitted she did it. On about October 21,2019 we had an emergency that required immediate assistance I contacted property manager ( Vivian R. Mao) and she replied via text dont contact her no more because she no longer manage the property. I requested the owner contact number she never provided the information.

Months have went by and I never heard from the landlord and on February 2, 2020 I received a notice from the old landlord because the last correspondence I received she told me dont contact her because she no longer manages the property. I wanted to verify that Vivian R. Mao, is now managing the property again. Before I give her \$2750.00 she never would confirm she was managing the property again neither would her office confirm she was managing the property again. I have text her numerous times trying to confirm she was and to date she has never stated she is again managing the property again. I believe she is attempting to extort monies from me.

Finally the governor has put in place an eviction moratorium and yet the landlord is still attempting to evict me which is in violation of the governors orders.

EMAIL [AGCOMPLAINT@utah.gov](mailto:AGCOMPLAINT@utah.gov) to submit any additional information

## SECTION 5: EVIDENCE

List and attach photocopies of any relevant documents, agreements, correspondence or receipts that support your complaint. Copy both sides of any canceled checks that pertain to this complaint.

**My original lease marked tenant lease and lease marked landlord.**

## SECTION 6: WITNESSES

List any other known witnesses or victims. Please provide names, addresses, phone numbers, email address and website information.

Monique Brown  
6681 Tara Ave  
Las Vegas, Nv 89146  
(503) 381-5158

## SECTION 7: SIGN AND DATE THIS FORM

(The Attorney General's Office will not process any unsigned, incomplete or illegible complaint forms)

I understand that the Attorney General is **not my private attorney**, but rather represents the public by enforcing laws prohibiting fraudulent, deceptive or unfair business practices. I understand that the Attorney General does not represent private citizens seeking refunds or other legal remedies. I am filing this complaint to notify the Attorney General's Office of the activities of a particular business or individual. I understand that the information contained in this complaint may be used to establish violations of Nevada law in both private and public enforcement actions. In order to resolve your complaint, we may send a copy of this form to the person or firm about whom you are complaining. I authorize the Attorney General's Office to send my complaint and supporting documents to the individual or business identified in this complaint. I also understand that the Attorney General may need to refer my complaint to a more appropriate agency.

I certify under penalty of perjury that the information provided on this form is true and correct to the best of my knowledge.

\*\*\*\*ONLY COMPLAINTS THAT ARE SIGNED WILL BE PROCESSED\*\*\*\*

SIGNATURE: 

PRINTNAME: PARVELL COLVIN

DATE: 6/6/2020

Facebook: [/NVAttorneyGeneral](#) Twitter: [@NevadaAG](#) YouTube: [NevadaAG](#)

## ➤ SECTION 8: OPTIONAL INFORMATION

GENDER: ☒ MALE ☐ FEMALE

ETHNICITY:

<input type="checkbox"/> WHITE/CAUCASIAN	<input checked="" type="checkbox"/> BLACK/AFRICAN AMERICAN	<input type="checkbox"/> HISPANIC/LATINO
<input type="checkbox"/> NATIVE AMERICAN/ALASKAN	<input type="checkbox"/> ASIAN/PACIFIC ISLANDER	<input type="checkbox"/> OTHER:

HOW DID YOU HEAR ABOUT OUR COMPLAINT FORM (CHOOSE ONE):

<input type="checkbox"/> CALLED/VISITED OUR CARSON CITY OFFICE	<input checked="" type="checkbox"/> SEARCH ENGINE
<input type="checkbox"/> CALLED/VISITED OUR LAS VEGAS OFFICE	<input checked="" type="checkbox"/> AG SOCIAL MEDIA SITE
<input type="checkbox"/> CALLED/VISITED OUR RENO OFFICE	<input type="checkbox"/> ATTENDED AN AG PRESENTATION
<input type="checkbox"/> NEVADA OFFICIAL/ELECTED OFFICIAL	<input type="checkbox"/> OTHER

MARK ALL THAT APPLY

<input type="checkbox"/> INCOME BELOW POVERTY LEVEL	<input type="checkbox"/> MILITARY SERVICEMEMBER
<input type="checkbox"/> DISASTER VICTIM	<input type="checkbox"/> IMMEDIATE FAMILY OF SERVICEMEMBER/VETERAN
<input type="checkbox"/> PERSON WITH DISABILITY	<input type="checkbox"/> VETERAN
<input type="checkbox"/> MEDICAID RECIPIENT	<input type="checkbox"/> OTHER:

Facebook: [/NVAttorneyGeneral](#) Twitter: [@NevadaAG](#) YouTube: [NevadaAG](#)EMAIL [AGCOMPLAINT@nvcourts.gov](mailto:AGCOMPLAINT@nvcourts.gov) to submit any additional information

**ADDITIONAL COMMENTS:**

*What are you hoping the Attorney General's office can do for you?*

**I am requesting that Attorney General office will bring charges against the landlord Vivian R. Mao, and AHP REALITY LLC. Their conduct is clearly illegal. They committed fraud, forgery, identity theft and are in violation of the governor's eviction moratorium order. They must be held accountable for their deliberate and intentional illegal conduct and actions.**

*EMAIL [AGCOMPLAINT@del.nj.gov](mailto:AGCOMPLAINT@del.nj.gov) to submit any additional information*